

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10/29/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Army Engineer District, Wilmington 69 Darlington Avenue (28403) Post Office Box 1890 (28402-1890) Wilmington, North Carolina	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. DACW54-03-B-0019		
		X	9B. DATED (SEE ITEM 11) 10/09/03		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			10B. DATED (SEE ITEM 11)		
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT
 THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this
 amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the
 solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 IFB NO. DACW54-03-B-0019...Maintenance Dredging, Manteo (Shallowbag) Bay, Old House Channel and Channel to Wanchese, Dare County, North Carolina is amended as follows:

a. Section 00010: DELETE Pages 1 thru 4 of 133 in their entirety and substitute enclosed revised Page 1 thru Page 4 of 135.

b. Section 00800: DELETE Pages 126 thru 133 in their entirety and substitute enclosed revised Pages 127 thru 135

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The description of performance Section 00800 has been added.

The contractor period of performance end date has increased by 40 days from 90 days to 130 days.

CLIN 0002

The pricing detail quantity has increased by 382,105.00 from 267,895.00 to 650,000.00.

CLIN 0003

The pricing detail quantity has increased by 475.00 from 48,525.00 to 49,000.00.

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

52.0211-4002 Commencement of Dredging (Dec 2000)

Notwithstanding any other provision of this contract, the Contractor shall be required to commence dredging under this contract within TEN (10) calendar days after the date the Contractor receives the notice to proceed.

(End)

The following have been modified:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within TEN (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, (c) complete dredging of Ranges 6, 14, 14A, 14B, 15, 17 and 17 Ext. by 31 March 2004, and (c) complete all remaining work ready for use not later than ONE HUNDRED THIRTY (130) calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

c. **SECTION 01100** - SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS

Delete existing Page 3 and Page 10 thru Page 18 in their entirety and replace with enclosed revised Page 3 and Page 10 thru Page 19.

d. **SECTION 01312A** - QUALITY CONTROL SYSTEM (QCS)

Delete existing Page 3 thru Page 5 in their entirety and replace with enclosed revised Page 3 thru Page 5.

e. **SECTION 01451A** - CONTRACTOR QUALITY CONTROL

Delete existing Page 10 in its entirety and replace with enclosed revised Page 10.

f. **SECTION 02325** - DREDGING

Delete existing Table of Contents and SECTION in their entirety and replace with enclosed revised Table of Contents and SECTION.

NOTE:

Text that is added or revised by this amendment is replaced in its entirety and printed in bold and/or stamped appropriately.

The text changes may have necessitated reformatting of subsequent text or pages. If this is the case, those pages have also been issued as amended pages but are not underlined with bold text.

g. **DRAWINGS:**

- (1) Delete the following drawings and replace with enclosed revised like-numbered drawings.

Plate Nos.: P-1 thru P-10.

- (2) ADD Plate No. R-1 in its entirety.

(End of Summary of Changes)

Encls
As stated

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. DACW54-03-B-0019-0001	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09-Oct-2003	PAGE OF PAGES 1 OF 136
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. WB1LJ8-3214-0877		6. PROJECT NO.	
7. ISSUED BY USAED, WILMINGTON - (910)251-4862 ATTN: HILDA D. AYERS 69 DARLINGTON AVE HILDA.D.AYERS@USACE.ARMY.MIL WILMINGTON NC 28403 TEL: (910) 251-4862 FAX: (910) 251-4454		CODE DACW54		8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7 TEL: FAX:	
9. FOR INFORMATION CALL:		A. NAME HILDA D AYERS		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 910-251-4862	
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): SPECIFICATIONS FOR MAINTENANCE DREDGING MANTEO (SHALLOWBAG) BAY, NORTH CAROLINA (OLD HOUSE CHANNEL AND CHANNEL TO WANCHESE) (OCT 2003) ESTIMATED COST RANGE OF PROJECT IS BETWEEN \$1,000,000 - \$5,000,000. 100% SMALL BUSINESS SET ASIDE. THIS PROJECT IS SUBJECT TO AVAILABILITY OF FUNDS. NOTICE: RETURN SECTION 00600, REPRESENTATIONS & CERTIFICATIONS, WITH BID SUBMITTAL. IF BID IS HANDCARRIED, DELIVER TO 69 DARLINGTON AVENUE, WILMINGTON, NC 28403, ATTN: HILDA AYERS (910-251-4862) PRIOR TO THE TIME AND DATE SPECIFIED BELOW FOR BID OPENING. DUE TO SECURITY CONDITIONS, ACCESS TO THE CORPS' BUILDING IS CONTROLLED BY SECURITY PERSONNEL. PERSONS HAND-DELIVERING BIDS SHOULD ALLOW SUFFICIENT TIME FOR COMPLETION OF SECURITY REQUIREMENTS AND DELIVERY OF THE BID TO THE DESIGNATED OFFICE PRIOR TO THE TIME SET FOR RECEIPT OF BIDS. VERBAL OR WRITTEN REQUESTS FOR INFORMATION MUST BE DIRECTED TO THE PERSON LISTED IN ITEM 9 ABOVE. INQUIRIES AND REQUESTS THAT ARE DIRECTED TO ANY OTHER PERSON MAY NOT BE RELAYED TO THE PROPER PERSON AND, THEREFORE, MAY NOT BE ANSWERED. SEE 52.000-4011 IN SECTION 00100.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>130</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section 00800.)					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>10 Nov 2003</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>																																			
OFFER (Must be fully completed by offeror)																																			
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>						15. TELEPHONE NO. <i>(Include area code)</i>																													
						16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14																													
						<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">CODE</div> <div style="width: 45%;">FACILITY CODE</div> </div>																													
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>																																			
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;">AMOUNTS</div> <div style="width: 85%;">SEE SCHEDULE OF PRICES</div> </div>																																			
18. The offeror agrees to furnish any required performance and payment bonds.																																			
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">AMENDMENT NO.</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: center;">DATE</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>												AMENDMENT NO.												DATE											
AMENDMENT NO.																																			
DATE																																			
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>						20B. SIGNATURE				20C. OFFER DATE																									
AWARD (To be completed by Government)																																			
21. ITEMS ACCEPTED:																																			
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA																															
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>						ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)																											
26. ADMINISTERED BY						CODE		27. PAYMENT WILL BE MADE BY:				CODE																							
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE																																			
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.						<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.																													
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>						31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>																													
30B. SIGNATURE						30C. DATE																													
						31B. UNITED STATES OF AMERICA BY						31C. AWARD DATE																							
						TEL: _____ EMAIL: _____																													

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		
	MOBILIZATION & DEMOBILIZATION				
	PURCHASE REQUEST NUMBER: W81LJ8-3214-0877				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		650,000	Cubic Yard		
	DREDGING--OLD HOUSE CHANNEL/CHANNEL TO WANCHESE (ESTIMATED QTY)				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		49,000	Cubic Yard		
	DREDGING--CHANNEL TO WANCHESE/DISPOSAL AT WANCHESE MARSH CREATION (ESTIMATED QTY.)				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
	PERFORMANCE & PAYMENT BONDS				

NET AMT

TOTAL --- (ITEMS 0001 THRU 0004) -----\$-----

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within TEN (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, (c) complete dredging of Ranges 6, 14, 14A, 14B, 15, 17 and 17 Ext. by 31 March 2004, and (c) complete all remaining work ready for use not later than ONE HUNDRED THIRTY (130) calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,170.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.0211-4002 Commencement of Dredging (Dec 2000)

Notwithstanding any other provision of this contract, the Contractor shall be required to commence dredging under this contract within TEN (10) calendar days after the date the Contractor receives the notice to proceed.

(End)

**52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)–
EFARS**

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract

covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned

amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against

the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the

contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by hydrographic surveys by the Corps of Engineers.

(b) Weather conditions: Weather conditions are reported by the U. S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) Environmental Data Services, Asheville, North Carolina, and information about weather condition is available through the following internet site:

<http://www.nxdc.com/weather/>

(c) Transportation facilities. U. S. Highways 64 and 264 as well as North Carolina Highways 12 and 345 serve the general areas where the work will be performed.

(d) Local Tidal Conditions: Information about local tidal conditions is available through the following internet site:

<http://www.co-ops.nos.noaa.gov/tideglos.html>

54 Channel Traffic: Temporary cessation of operations may be necessary for the passage of large fishing vessels, tugs with barges in tow, and small vessel traffic.

55 Subsurface Investigations: No subsurface investigations have been made for maintenance dredging.

56 Condition of Channel: Controlling low water depths, at the time of the most recent survey, are shown on the drawings referred to in paragraph, CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (DEC 1991).

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The

Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.0236-4005

**"Dredging and Dredge Related Marine Work Safety Management" (HQ USACE
NOV 2002)
(CESAW-CT Local Instruction)**

The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP),

- 57 make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,**
- 58 submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS,**
- 59 submit the current dredge(s) Certificate of Compliance based on third party audit, and**
- 60 submit for review and acceptance, site-specific addenda to the SMS as specified in the solicitation.**

(End)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION. (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) SIXTY (60) percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining FORTY (40) percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

- (i) Actual mobilization costs at completion of mobilization;
- (ii) Actual demobilization costs at completion of demobilization; and
- (iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

SECTION 01100

SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 62.31	Special Marks
33 CFR 62.35	Mooring Buoys
33 CFR 84.11	Shapes
33 CFR 84.13	Color Specifications of Lights
33 CFR 88.13	Lights on Moored Barges
33 CFR 88.15	Lights on Dredge Pipelines
33 CFR 156.118	Advance Notice of Transfer
33 CFR 173.21	Certificate of Number Required
46 CFR 15.910	Uninspected Towing Vessels
46 CFR 15.815	Radar Observers

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) Safety and Health Requirements Manual
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NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 85-115	(1985) Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities
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1.2 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
ER 415-1-15 dtd 31 OCT 89

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "**Default (Fixed Price Construction)**". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any

each survey party.

(4) Surveying technicians shall be familiar with all phases of surveys and the North Carolina State plane coordinate system. Also they shall be well versed in the computation and adjustment of horizontal and vertical control of 2nd and 3rd order survey.

1.16 PLANT LOCATION

The Contractor's plant shall be arranged and located in areas approved by the Contracting Officer. This requirement includes the construction plant; offices; shop and storage buildings; housing facilities and all other equipment and materials needed to construct the project.

1.17 PLANT

Plant and equipment employed on the dredging work shall be in satisfactory operating condition, capable of safely and efficiently performing the work as indicated or specified, and shall be subject to inspection and approval by the Government at all times. Equipment and machinery, including pipelines and supporting plant, shall be subject to inspection and approval by the Government and kept in good condition at all times. A complete listing of all dredging plant and machinery to be used in the work, including booster pumps, skiffs, barges, and other related equipment, shall be submitted. The listing shall include year and manufacturer, operational capacities, safety features, operating and licensing requirements for operators, and a description where and how the item of equipment or plant will be employed in the work. Any leaks or deficiencies shall be promptly and properly repaired. No reduction in the capacity of the plant, once inspected and approved by the Government to be sufficient for employment on the work, shall be made except by written permission of the Contracting Officer. The measure of the "Capacity of Plant" shall be its actual performance on the work to which these specifications apply. The Contractor shall perform the scheduled dredging work on this contract with a hydraulic pipeline dredge with a minimum plant weight of 600,000 pounds, a minimum 1,000 horsepower continuous to the pump, capable of a minimum production rate of 7,800 cy/day, and capable of safely and efficiently working in an open water environment in accordance with all of the construction requirements of this contract as indicated and specified. The Government will conduct a Pre-Award Survey for which the Contractor will be required to provide as a part of his pre-award documentation a signed certificate that verifies his plant to be used on the scheduled work meets all of the weight, horsepower, production rate, and open water operating requirements as specified. The signed certification to be submitted shall be accompanied by notarized documentation indicating the weight and horsepower of the plant, and verification documentation that indicates on which projects the plant has been used to dredge similar material in an open water environment and at a production rate sufficient to accomplish the work as scheduled for this contract. Once the dredge certified as specified above has been mobilized to the project site, it shall not be removed from the project site until all scheduled work for the contract has been satisfactorily performed by the Contractor and accepted by the Government, except by written permission of the Contracting Officer. In addition to the signed certificate that verifies his plant to be used on the scheduled work meets all of the weight, horsepower, and open water operating requirements, the Contractor shall submit, as a part of the Work Plan and Quality Control Plan, the manufacturer's pump curve for each pump to be used during the project. This submittal shall be provided by the Contractor for the purpose of verifying his available plant capacity is

sufficient to accomplish the scheduled work in accordance with all contract requirements. The submittal shall include the dredge's main pump, and if applicable, the ladder pump and any booster pump(s) to be used on the contract. If a substitution of equipment occurs during the contract, the pump curve of the new pump(s) shall be submitted at the time of substitution and recorded in the Daily Report of Operations. Each pump curve submitted shall be clearly designated with the dredge name, contract number, pump function (main pump, ladder pump, or booster pumps) and pump size. The pump curves shall indicate each respective pump's performance (i.e., pump Hp, efficiency and rpm's) for water plotted against hydraulic head and discharge velocity and GPM's. All data provided must be accompanied with documentation verifying the pumps to be utilized in this work have provided this efficiency on previous work in conditions and for material to be removed similar to that to be accomplished for this contract. All floating plant and pipelines used as access ways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety. All buoyant (plastic) dredge pipelines that are used on this contract shall be weighted or anchored securely to the bottom so that the pipeline will stay on the bottom, and marked with floats or buoys during daylight and amber lights during darkness to mark distinctly the entire length and course of the line.

1.18 INSPECTION

The Contractor shall be required:

(a) To furnish, on the request of the Contracting Officer or any Government inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew as may be reasonably necessary in inspecting the work. However, the Contractor shall not be required to furnish such facilities for the surveys prescribed in the clause entitled "FINAL EXAMINATION AND ACCEPTANCE".

(b) To furnish, on the request of the Contracting Officer or any Government inspector, suitable transportation from all points onshore designated by the Contracting Officer to and from the various pieces of plant, and to and from all work locations.

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer and the cost thereof will be deducted from any amounts due or to become due the Contractor.

1.19 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and the Coast Guard governing lights and day signals to be displayed by towing vessels, tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipes or vessels involved in submarine or bank protection operations. The Contractor must also be in accordance with those regulations governing lights to be displayed on dredge pipeline and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel and the passing by other vessels of floating plant working navigable channels, as approved by the Secretary of the Army and Commandant, U.S. Coast Guard. (33 C.F.R. 80.18 - 80.31a; 33 C.F.R. 95.51 - 95.66; 33 C.F.R. 9.22 - 90.36; 33 C.F.R. 82 and C.G. Pub. M-16672.2B, Navigation Rules, International

-Inland, latest edition)

1.20 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. Integral to the partnership would be a joint Contractor/Government effort to settle any disputes that may arise without costly and time consuming litigation. To that end, a non-binding procedure such as the Alternate Dispute Resolution process could be developed and agreed upon by both parties when it is determined to be necessary. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with developing this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

1.21 COORDINATION WITH OTHER CONTRACTORS

Other Contractors may be working in the vicinity during the time period of this contract. The Contractor shall coordinate his operations with other Contractors in the area as needed to avoid conflicts and delays.

1.22 NOTICE TO MARINERS

(a) The Contractor shall coordinate Local Notice to Mariners with the U.S. Coast Guard, and provide dredging schedule and location by shoal/tangent/section by contacting Commander, Fifth Coast Guard District (OAN) at (757) 398-6486.

(b) Should the Contractor, during dredging operations, encounter any objects on the channel bottom which could be a hazard to navigation, the Contractor shall notify the Coast Guard immediately as to the location of said object and any other information necessary for a Notice to Mariners. The Contractor shall provide copies of this information to the Contracting Officer.

1.23 SEAGOING BARGE ACT (1979 OCE)

The Seagoing Barge Act (46 U.S.C. et sq.) applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with the Act, the low bidder shall within ten (10) calendar days after bid opening submit a copy of said certificate to the Contracting Officer. Failure to produce the certificate within the required time shall subject the bidder to a determination of nonresponsibility.

1.24 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001

(a) The Government will provide to the Contractor, without charge, five (5) sets of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

<u>Title</u>	<u>Plate No.</u>	<u>File Drawing No.</u>
Location Map Dredging Areas and Disposal Locations	P-1	MB 104-04-61
Manteo To Old House Channel Side Channel To Wanchese Range 14A and Range 14B Sta 0+00 to Sta 2+00	P-2	MB 104-04-61
Manteo To Old House Channel Range 14 Sta 54+00 To Sta 68+00 and Sta 101+00 To Sta 152+00	P-3	MB 104-04-61
Manteo To Old House Channel Range 15 Sta 0+00 to Sta 12+00 and Sta 30+00 To Sta 58+00	P-4	MB 104-04-61
Manteo To Old House Channel Range 17 Sta 27+00 To Sta 55+85 Range 17 Extension Sta -0+09 To Sta 22+00	P-5	MB 104-04-61
Old House Channel Range 1 Sta 3+00 To Sta 27+76 Range 2 Sta -0+06 To Sta 54+00 and Sta 68+00 To Sta 84+00	P-6	MB 104-04-61
Old House Channel Range 2 Sta 84+00 To Sta 112+00 and Sta 130+00 To Sta 234+00	P-7	MB 104-04-61
Bridge to Old House Channel Range 6 Sta 1+00 to Sta 38+11	P-8	MB 104-04-61
Wanchese Marsh Disposal Area Site Plan and Cross Section	P-9	MB 104-04-61
Island "H" Disposal Area Reference Site Plan	P-10	MB 104-04-61
Typical Sections-Dike Raising and Stone, Sandbag Revetments	R-1	MS 104-07-18

(End of Clause)

1.25 RATES OF WAGES

- a. General Decision Number NC030009 - applies to all work.

General Decision Number NC030009

Superseded General Decision No. NC020009

State: North Carolina Construction Type: HEAVY

County(ies): STATEWIDE

SEWER AND WATER CONSTRUCTION PROJECTS AND HEAVY CONSTRUCTION PROJECTS (excluding Dam construction projects).

Modification Number Publication Date

0

06/13/2003

COUNTY(ies):

STATEWIDE

SUNC2001A 02/12/1990

	Rates	Fringes
BOILERMAKERS:		
Storage Tank Erection/Repair	12.96	4.105
All Other Work:	16.20	4.105
BRICKLAYERS	7.23	
CARPENTERS	6.63	
CEMENT MASONS/FINISHERS	6.11	
ELECTRICIANS	8.56	
FENCE ERECTORS	5.15	
IRONWORKERS	8.20	
LABORERS:		
Unskilled	5.15	
Air Drill Operator	5.92	
Asphalt Rakers	5.15	
Pipelayers	5.17	
MANHOLE BUILDERS	5.81	
MILLWRIGHTS	5.27	
PAINTERS	7.12	
PLUMBERS & PIPEFITTERS	7.42	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	5.77	
Asphalt Finisher	5.69	
Asphalt Paver	5.69	
Asphalt Screed	5.69	
Backhoe	6.40	
Boring Machine	5.65	
Bulldozer	5.96	
Crane	7.60	
Dragline	6.34	
Drill	7.23	
Loader	5.79	
Mechanic	7.16	
Motor Grader	6.24	
Roller	5.15	
Scraper, Pan	5.42	
Tractor	5.49	
Trenching	6.58	
Well Drillers	6.50	

	Rates	Fringes
TRUCK DRIVERS	5.15	
TV & GROUTING TECHNICIANS	9.21	

WELDERS - Receive rate prescribed for craft performing operation		
to which welding is incidental.		

b. General Decision Number NC030050 - applies to all Dredging, mobilization and demobilization.

General Decision Number NC030050
 Superseded General Decision No. NC020050
 State: North Carolina Construction Type:
 DREDGING County(ies):
 STATEWIDE
 DREDGING CONSTRUCTION PROJECTS
 Modification Number Publication Date
 0 06/13/2003

COUNTY(ies):

STATEWIDE

ENGI0025E 02/01/2003

	Rates	Fringes
HYDRAULIC DREDGES 20" & OVER		
Leverman	19.90	4.01+a
Engineer	18.72	4.01+a
Derrick Operator	17.37	4.01+a
Mate	16.25	3.81+a
Welder	16.79	3.81+a
Spill Barge Operator	17.03	3.81+a
Carpenter	17.27	4.01+a
Electrician	17.70	4.01+a
Oiler	12.75	3.61+a
Deckhand	11.93	3.61+a
Shoreman	11.70	3.61+a
Handyman	11.93	3.61+a
Fill Placer	17.27	4.01+a
Asst. Fill Placer	15.71	4.01+a
HYDRAULIC DREDGES UNDER 20"		
Leverman	10.03	1.73+b
Engineer	9.59	1.73+b
Welder	9.79	1.73+b
Mate	8.82	1.73+b
Oiler & Fireman	8.11	1.73+b
Deckhand	7.77	1.73+b
Launchman	8.19	1.73+b
Shoreman	7.82	1.73+b
Spill Barge Operator	8.68	1.73+b
Spider Barge Operator	8.68	1.73+b
Cook	8.11	1.73+b
Mess Cook	7.71	1.73+b
Messman & Janitor	7.53	1.73+b
CLAMSHELL DREDGES:		
Operator	19.80	4.01+a
Engineer	17.71	4.01+a
Welder	16.52	3.81+a
Mate	15.91	3.81+a
Oiler	12.75	3.61+a
Deckhand	11.93	3.61+a
Scowman	12.10	3.61+a
Handyman	11.93	3.61+a

	Rates	Fringes
DIPPER DREDGES:		
Operator	19.99	4.01+a
Engineer	18.54	4.01+a
Welder	16.79	3.81+a
Mate	16.25	3.81+a
Oiler	12.75	3.61+a
Deckhand	11.93	3.61+a
Scowman	12.10	3.61+a
Handyman	11.93	3.61+a
TUGS LESS THAN 600 HP:		
Tug Master	15.88	4.01+a
Tug Captain	15.37	4.01+a
Tug Deckhand	11.93	3.61+a
TUGS 600 HP TO 1350 HP:		
Tug Master	16.87	4.01+a
Tug Captain	15.53	4.01+a
Tug Deckhand	11.93	3.61+a
TUGS GREATER THAN 1350 HP		
Tug Master	17.95	4.01+a
Tug Captain	17.02	4.01+a
Tug Engineer	17.02	4.01+a
Tug Deckhand	11.93	3.61+a
STEWARD DEPARTMENT:		
Steward	13.14	3.81+a
2nd Cook	11.93	3.61+a
Night Cook	11.93	3.61+a
Messman	11.70	3.61+a
Janitor	11.93	3.61+a
DRILL BOATS:		
Engineer	18.72	4.01+a
Driller	18.03	4.01+a
Blaster	18.03	4.01+a
FOOTNOTE:		

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday. Plus Vacation Contribution of 7% of straight time pay for all hours worked.

b. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation Contribution of 7% of straight time pay for all hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

PART 1 GENERAL

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Section 00800, paragraph PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, Section 01330, paragraph SUBMITTAL PROCEDURES and Section 01451A, paragraph CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made

available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor
128+ MB RAM for workstation / 256+ MB RAM for server
1 GB hard drive disk space for sole use by the QCS system
3 1/2 inch high-density floppy drive
Compact disk (CD) Reader, 8x speed or higher
SVGA or higher resolution monitor (1024 x 768, 256 colors)
Mouse or other pointing device
Windows compatible printer (Laser printer must have 4+ MB of RAM)
Connection to the Internet, minimum 56 BPS

Software

MS Windows 98, ME, NT, or 2000
Word Processing software compatible with MS Word 97 or 2000
Latest version of : Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
Electronic mail (E-mail), MAPI compatible
Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government **will** provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

specifications.

- j. Contractor's verification statement.
- k. Prepare "REPORT OF OPERATIONS - PIPELINE, DIPPER, OR BUCKET DREDGES".
- l. Quantity of material dredged by location with running totals by channel. Include method for measurement (dredge operation, density meter, survey).
- m. Statement that operable channel has been checked for obstructions in vicinity of work area and state results.

These Contractor's Quality Control Report (QCR) shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These Contractor's Quality Control Report records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The Contractor shall prepare and submit a "CONTRACTOR QUALITY CONTROL REPORT" and a "REPORT OF OPERATIONS-PIPELINE, DIPPER, OR BUCKET DREDGES" daily as stated hereunder. The Contractor shall Fax or E-mail to the Contracting Officer's Representative (COR), a copy of these quality control records daily, by no later than 10:00 a.m. the following workday. Hard copy originals of these daily reports shall be available for pickup by the COR at the Contractor's site office by 10:00 a.m. the following workday. Originals not picked up by the COR by Friday of each week, shall be mailed each Friday to the attention of the COR. Reproducible copies of these forms are attached to the end of this section. The Contractor is also required to submit an electronic version of the "REPORT OF OPERATIONS - PIPELINE, DIPPER, OR BUCKET DREDGES" by Friday of each week, for the preceeding week. An electronic (**Excel 97 or 2000 spreadsheet format**) version of these forms is available from the COR at the Contractor's request. All calendar days shall be accounted for throughout the life of the contract. The Contractor's Quality Control Report following a day of no work shall be for that day only. Contractor's Quality Control Report shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.10 SAMPLE FORMS

Forms enclosed at the end of this section.

ATTACHMENT 1 - PREPARATORY PHASE CHECKLIST

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DIVISION 02 - SITE WORK

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SECTION 02325

DREDGING

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

(a) The work consists of furnishing plant, labor, materials, and equipment to perform dredging and associated work as required by these specifications and drawings for Maintenance Dredging-Manteo (Shallowbag) Bay, North Carolina (Old House Channel and Channel to Wanchese).

(b) Dredging is required in the following channel reaches:

Channel to Wanchese, **Ranges 14, 14A, 14B and 15**
Old House Channel, Ranges 1 and 2,
Ranges 17 and 17 Extension.
Bridge to Old House Channel, Range 6

(c) The depth, bottom widths and lengths to be dredged are shown on the drawings. The Contractor shall remove sufficient material to provide the depth and side slopes shown on the drawings and as specified in paragraph, OVERDEPTH AND SIDE SLOPES.

1.2 ORDER OF WORK

The order of work shall be as follows or as directed by the Contracting Officer:

1. **Ranges 6, 17 and 17 Extension.**
2. **Ranges 14A and 14B.**
3. **Ranges 14 and 15.**
4. **Ranges 1 and 2.**

1.3 WORK COVERED BY CONTRACT PRICE

(a) The contract price per cubic yard for maintenance dredging includes the cost of removal and disposal of all dredged material, except ledge rock (rock protruding from the side slope or in the channel) which, in the opinion of the Contracting Officer, cannot be removed or buried below the project depth by the plant so specified or its equivalent.

(b) The contract price per cubic yard for dredging includes all costs associated with labor, equipment, and materials required for proper placement of dredged material in accordance with these specifications until dredging operations have been completed.

(c) The contract price includes all costs associated with labor, equipment, and materials required for proper placement of dredged material in the Wanchese Marsh disposal area in accordance with these specifications until dredging operations have been completed.

1.4 CHARACTER OF MATERIALS

The material to be removed is composed principally of shoaling which has occurred since the various areas were last dredged. The material in these channels is believed to consist primarily of sand, hard sand, and mud, but may also include wood, metal, and other debris that may have become lodged in the channel. Bidders are expected to examine the site of work and decide for themselves the character of materials.

1.5 NOTICES

(a) The Contractor shall give the Contracting Officer five (5) days advance written notice before commencing work.

(b) The Contractor shall be responsible for requesting Government before-dredging surveys, in writing five (5) days prior to beginning work in an acceptance section.

(c) The Contractor shall also be responsible for requesting Government after-dredging surveys, in writing, three (3) working days prior to completion of an acceptance section.

1.6 NAVIGATION AIDS

There may be aids to navigation within the project boundaries. Some, or all, of such aids to navigation may need to be removed for the accomplishment of the contract work. It is the responsibility of the Contractor to timely determine any need for moving of aids to navigation and to coordinate with the U.S. Coast Guard (USCG) and any other responsible parties to accomplish any needed movement. Any impacts to the work due to the inability of the Contractor to accomplish any needed movement of aids to navigation will not be the responsibility of the U. S. Government or of the Contracting Officer.

1.7 MISPLACED MATERIAL

(a) Any material, including material lost through leaks in the pipelines, that is deposited or allowed to flow elsewhere than in places designated or approved by the Contracting Officer will be considered as misplaced material. If, in the opinion of the Contracting Officer's Representative, this misplaced material will in any way be a hazard to navigation, to normal activities of the public, or to the environment, the Contractor shall remove such misplaced material and deposit it where directed at the Contractor's expense.

(b) If the Contractor loses, dumps, throws overboard, sinks, or misplaces any plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions to the Contracting Officer or inspector, and when required, shall mark or buoy such obstruction until the same is removed. Should the Contractor refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer and the cost of such removal may be deducted from any money due or to become due the Contractor or may be recovered under the Contractor's bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections

15, 19, and 20 of the River and Harbor Act of 3 March 1899 (33 U.S.C. 410 et. seq.).

1.8 ENVIRONMENTAL WINDOWS

All work shall be accomplished in accordance with Section 00800, paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGE POSITIONING SYSTEM

Each dredge shall be equipped with an electronic positioning system, capable of positioning the dredge in the channel with accuracies equal to contract payment surveys (Class 1), as specified in the U.S. Army Corps of Engineers Engineer Manual, EM 1110-2-1003 (Hydrographic Surveying), dated 1 January 2002. This positioning system shall be established, operated, and maintained by the Contractor during the entire period of the contract. The positioning system shall be used to precisely locate the dredge, the location of the cutterhead, dragarm, and/or bucket and shall be capable of displaying and recording the dredge's location in an acceptable coordinate system which can be related to, or is directly based on, the North Carolina Lambert State Plane Coordinate System. Navigation channel control, and shore station control, if required, will be provided to the Contractor in the same North Carolina coordinate system prior to the commencement of work. It shall be the responsibility of the Contractor to have the positioning/navigation system reviewed and inspected by the Representative of the Contracting Officer prior to the commencement of work.

3.2 QUANTITIES SUMMARY

The quantities listed in the table below include the volumes present at the time of the surveys indicated in the contract drawings.

<u>Acceptance Section</u>	<u>Total Cubic Yards to Project Depth (12' MLW)</u>	<u>Total Cubic Yards Including Allowable Overdepth(14' MLW)</u>
Channel to Wanchese		
Range 14	15000	67000
Range 14A	24000	54000
Range 14B	1000	3000
Range 15	14000	47000
 Range 17	 47000	 75000
Range 17 Extension	35000	60000
 Old House Channel		
Range 1	13000	34000
Range 2	120000	291000
 Bridge to Old House Channel Range 6	 39000	 68000
	 308,000	 699,000

3.3 DISPOSAL OF DREDGED MATERIAL

The Government furnished disposal areas for dredge material are Wanchese Marsh Disposal Area, Wells Island Disposal Area, Parnell Island Disposal Area, Island "D" Disposal Area, and Island "H" Disposal Area.

Dredged material from Channel to Wanchese Range 14B shall be placed at Island "H" Disposal Area.

Dredged materials from **stations 1+88 through 22+00** of Range 14A and from **stations 54+00 through 68+00** of Range 14, based on allowable overdepth, shall be placed at Wanchese Marsh Disposal Area. The dredged material from **stations 22+00 through 32+57.5** of Range 14A shall be placed at Island "H" Disposal Area. Dredged material from Range 14A, beginning dredging at **station 22+00 and working to station 1+88, shall be placed in the Wanchese Marsh Disposal Area** before the dredge material from Range 14 is placed. The Contractor shall place 48,000 cubic yards plus or minus 2,000 cubic yards in the Wanchese Marsh Disposal Area with approximately **34,500 cubic yards from Range 14A and approximately 13,500 cubic yards from Range 14.**

Dredged material shall be placed in the disposal areas in accordance with the notes shown on the drawings and as directed by the Contracting Officer. The Contractor shall obtain approval of the pipeline route and initial discharge point from the Contracting Officer prior to commencement of disposal operations at each disposal area. The Contractor shall provide a total of two people, fully awake and alert, on the disposal area(s) at all times pumping operations are in progress. One dozer and operator shall be stationed at the dredging discharge line to ensure control of effluent. The two people at the disposal area(s) shall be in constant contact with the lever room of the dredge and shall monitor the discharge and the pipeline for leaks to be certain material is not deposited outside the limits of the disposal area(s).

All dredged materials placed on Wells and Parnell Islands shall be within the sandbag area below Mean High Water (i.e. no dredged material shall be placed on upland portions of the islands).

3.4 OVERDEPTH AND SIDE SLOPES

3.4.1 Overdepth

This contract allows overdepth dredging. No payment will be made for any material that is removed from below the allowable overdepth or outside of the indicated side-slopes.

3.4.2 Side-Slopes

Material actually removed, within limits approved by the Contracting Officer, leaving final side-slopes no flatter than 1 vertical to 3 horizontal will be paid for, whether accomplished by dredging the original position or the space below the pay slope plane and allowing upslope materials to fall into the cut.

3.4.3 Excessive Dredging

Material taken from beyond the limits as extended in provision, Side-Slopes above, will be deducted from the total amount dredged as excessive dredging and will not be credited. Nothing herein shall be construed to prevent

payment for the removal of shoals performed in accordance with applicable SECTION 01100 SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS, paragraph FINAL EXAMINATION AND ACCEPTANCE.

3.5 MEASUREMENT AND PAYMENT

(a) The total volume of all material removed and to be paid for under this contract will be measured by the cubic yards in place, by computing the volume between the bottom surface shown by soundings of the last survey before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after completion of each acceptance section. The calculations will exclude any volume of material removed from beyond the limits of the side-slopes and/or below the allowable overdepth and will be further reduced by the volume of any misplaced material. All pay quantities shall be determined from before and after dredging surveys conducted by the Government

(b) The drawings referred to in Section 01100, paragraph, CONTRACT DRAWINGS AND SPECIFICATIONS, are believed to represent the conditions existing on the dates of survey. The bottom conditions will be determined by before dredging surveys prior to commencement of dredging and new maps will be furnished to the Contractor. Determination of quantities removed and the deductions made therefrom to determine quantities by in-place measurement to be paid for in the areas specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

(c) Monthly partial payments will be based on approximate quantities determined by the information from soundings taken behind the dredge. Discrepancies in the estimated amounts will be adjusted as required to conform with volumes computed in accordance with paragraph (a) above. Quantities calculated shall be based upon satisfactory hydrographic surveys performed by the Contractor in a manner agreed upon by the Contracting Officer.

(d) Method of Survey. Hydrographic surveys to determine the volume of material removed under this contract will be accomplished by the Government with the use of electronic equipment using either survey skiff or larger fully automated survey vessel. Horizontal location of survey lines and depth sounding points will be determined by the use of an automated positioning system utilizing either a microwave line-of-sight system or differential global positioning system. Depth soundings will be taken using a 200 kHz depth sounder/digitizer system. The fathometer will be adjusted twice daily using the bar check method to account for variations of the speed of sound in the water at the survey area. On automated surveys, position and depth data will be collected, stored on magnetic media, and subsequently processed by the Government for map preparation and quantity computations. On skiff surveys, fathometer tracings will be manually reduced by the Government for subsequent quantity computations and map preparation.

(e) Data will be secured by running survey lines parallel to the longitudinal axis of the channel. A sufficient number of lines will be run to assure good coverage of the bottom. A minimum of two (2) lines will be run within the grade slopes. The after dredging survey will be performed in the same manner as the before dredging survey. Weather permitting, before and after dredge surveys will be made during the same tidal stage.

3.6 COMMUNICATIONS

The Contractor shall furnish and maintain a radiotelephone and a cellular phone on the dredge(s) throughout the period of the contract. The plant will not be allowed to begin work until the VHF marine band radio is installed and in good working order and a properly operating cellular phone is on board. The VHF marine band radio shall be capable of operation from the dredge's main control station and capable of transmitting and receiving on a frequency or frequencies within the 156-162 megahertz band using the classes of emissions designated by the Federal Communications Commission.

3.7 LOCAL OFFICE

The Contractor shall maintain an office in the immediate vicinity of the project. This office shall be equipped with at least one operable telephone and fax machine, which provides both local and long distance service. The number for this equipment shall be provided to the Contracting Officer's Representative during the preconstruction conference, and the telephone shall be monitored and answered by contractor personnel during working hours. This requirement may be waived by the Contracting Officer if suitable facilities are available on the dredge.

3.8 REPORTING REQUIREMENT

The Contractor will be required to prepare daily a "Report of Operations - Pipeline, Dipper, or Bucket Dredges" (Attachment 4 of Section 01451A) and furnish copies thereof to the Contracting Officer. The Contractor shall furnish daily a copy or copies of any Contractor forms or operational reports he routinely requires to be submitted by his field personnel.

3.9 COMPLIANCE WITH APPLICABLE NAVIGATION RULES AND REGULATIONS, MARINE EQUIPMENT

The Contractor shall ascertain that all vessels used in performance of this contract are commanded, equipped, navigated and/or operated in strict compliance with the general regulations of the Department of the Army and of the U.S. Coast Guard, including but not limited to, applicable safety, environmental, and navigational rules and regulations in the Code of Federal Regulations.

Installations (i.e., pipelines, pipeline risers and/or booster stations) as may be placed by the Contractor on or over the seabed of the work area are obstructions or structures in accordance with Title 33 CFR SUBPART 67.01. Such installations or portions thereof, are subject to applicable regulations set forth in Title 33 CFR, parts 64, 66 and 67. The responsibility for notifying the Commander, Fifth Coast Guard District, per Title 33 CFR SUBPART 67.40 and the responsibility of securing necessary installation approvals therefrom, rests with the Contractor. The further responsibility for maintaining and operating his job site installation and vessels in accordance with applicable laws also rests with the Contractor.

3.10 FLOATING PLANT INSPECTION AND CERTIFICATION

All floating plant regulated by the U.S. Coast Guard (USCG) shall have current inspections and certificates issued by the USCG before being placed in service and a copy shall be posted in a public area on board the vessel. A copy of any USCG Form 835 issued to the vessel in the preceding year shall be onboard the vessel and shall be available to the Contracting Officer upon request.

All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least five years experience in commercial marine plant and equipment. All other plant shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the Contracting Officer upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft.

3.11 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the dredging and all other operations in connection therewith to assure compliance with contract requirements. The Contractor shall inspect for compliance with contract requirements and record the inspection of all operations including but not limited to the following:

Dredging is confined within the limits shown on the drawings.

The pipeline is periodically inspected for leakage as specified.

All joints of pipe for discharge line are tight and sound.

A copy of these quality control records, as well as the records of corrective action taken shall be furnished the Government as directed by the Contraction Officer.

3.12 DREDGING IN PROGRESS SIGNS

(a) It shall be the responsibility of the Contractor to furnish and install a minimum of four (4) temporary "DREDGING IN PROGRESS" signs in the vicinity of the dredging operation. The signs shall be approved by the Contracting Officer's Representative prior to deployment.

(b) The "DREDGING IN PROGRESS" signs shall be installed on each end of the area being dredged and shall read:

"CAUTION:

DREDGING IN PROGRESS, PLEASE REDUCE YOUR SPEED, FOR
ASSISTANCE, CONTACT DREDGE ON CHANNEL 16."

(c) The sign shall be 4'x8' in size and fabricated using 3/4", Douglas Fir, Exterior Marine-Grade, HDO plywood with 4"x4"x12' treated, No. 2 Southern Pine posts installed on pontoons or buoys. The Contractor shall install the signs in such a manner so that they will stay in place during relocation operations and rough seas. The sign face shall be non-reflective vinyl. All letters and logos shall be die-cut or computer-cut. Letter and logos sizes and application to the plywood panel shall conform to the graphic format shown in the U.S. Army Corps of Engineers Signs Standard Manual. Copies of the sign standards manual can be obtained from the Contracting Officer for specific fabrication and installation requirements.

(d) The signs shall be positioned in such a manner as not to obstruct the view of existing navigation aids or to be a hazard to navigation. The signs shall be maintained throughout the life of the project and thence removed immediately upon completion of the project.

3.13 SUBMERGED PIPELINE

(a) In the event the Contractor elects to submerge his/her pipeline, the location of the submerged pipeline shall be marked with signs, buoys, flags, and lights conforming to U.S. Coast Guard regulations and to the complete satisfaction of the Contracting Officer.

(b) At locations where submerged pipeline crosses a navigation channel, the Contractor shall place the pipeline at such a depth that the top of the pipe is below the authorized depth of the channel. The Contractor shall install and maintain red over red lights on both sides of the navigation channel marking the location of the submerged pipeline. At locations supported by trestle, the Contractor shall also install and maintain flashing yellow lights at 10 meter intervals from the red light marking the location of the pipeline to the shoreline. The Contractor shall erect and maintain a warning sign at locations where submerged pipeline crosses a recognized navigation channel. The signs shall be 4' by 8' in size and read:

"CAUTION: SUBMERGED PIPELINE CROSSING."

(1) Red over red lights shall be visible all around the horizon, visible for at least 2 miles on a clear dark night and one meter apart in a vertical line with the lower light at the same height, not less than 1 and not more than 3.5 meters, above the water at the yellow lights.

(2) Flashing yellow lights shall flash at a rate of 50 to 70 times per minute, shall be visible all around the horizon, shall be visible for at least 2 miles on a clear dark night, shall be not less than 1 and not more than 3.5 meters above the water, shall be equally spaced.

(c) When the submerged pipeline runs outside the navigation channel, the Contractor shall mark the pipeline route with buoys with yellow lights at intervals not to exceed 50 meters unless otherwise approved by the Contracting Officer and at abrupt changes in direction. The Contractor shall also erect signs at one (1) mile intervals along routes of submerged pipelines. The signs shall be 4' by 8' and read:

"CAUTION: SUBMERGED PIPELINE."

(d) All lights shall be visible for at least 2 miles on a clear dark night, visible all around the horizon, not less than one (1) and not more than 3.5 meters above the water and equally spaced.

3.14 EXISTING STRUCTURES

The Contractor shall exercise appropriate care when dredging adjacent to or in the vicinity of existing structures. Any damage to existing structures caused by impact from the dredge or other plant or by dredging in excess of specified limits, shall be repaired to the satisfaction of the Contracting Officer at no cost to the Government or to the owners of the structure.

3.15 PIPELINE ROUTES

The pipeline routes to the disposal areas may pass over wetlands and navigable and unnavigable water. The pipeline routes shall be devised so as to minimize adverse impacts on vegetation and wildlife. The Contractor's selected pipeline routes must be approved by the Contracting Officer prior to commencement of work.

3.16 PIPELINE LEAKAGE

A tight dredge discharge pipeline shall be maintained along all sections of the pipeline to prevent spilling of dredged effluent outside of the disposal areas. To minimize damage caused by leaks in the pipeline on the land section of the line, the Contractor shall provide a periodic patrol of the pipeline. A minimum of 12 daily inspections shall be made by the Contractor during disposal operations (four (4) inspections each 8-hour shift). The Contractor shall burlap and strap weld all joints of shore sections of pipeline. When significant leaks occur in the pipe line which can cause erosion or appears to be a safety hazard to the public, the Contractor shall immediately cease pumping operations until the pipeline is repaired.

3.17 BOOSTER PUMPS

In the event booster pumps are required along the dredge pipeline, they shall be located so as to minimize the disturbance of residents. The location of all booster pumps shall be approved in advance by the Contracting Officer. All booster pumps shall be fitted with appropriate noise control devices as designated by the manufacturer. The noise control devices shall be maintained in proper condition throughout the life of the contract.

-- End of Section --